

@@@T0808 21 OPERATION OF CHILD CARE CENTER FOR DOT ("DOT TOT")

NOTIFICATION OF AWARD

REQUEST FOR PROPOSAL (RFP)
FOR
THE OPERATION OF CHILD CARE CENTER ("DOT TOT")
FOR
THE DEPARTMENT OF TRANSPORTATION'S

SPECIAL TERMS AND CONDITIONS

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1.0 Information for Bidders

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for the Operation of Child Care Center ("DOT TOT") for the Department of Transportation.

The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

1.2 Background

This effort has been specifically designed to provide these services to all levels of DOT employees and their families. In an effort to minimize the cost to employees, the Department of Transportation will provide the facility, janitorial services and many other services as specified in the body of this RFP.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Anthony Genovese
Fax Number: 609 292-5170

Written questions should also be mailed to the using agency to the attention of the following:

Donald N. Chiacchio, Director
Division of Support Services
NJ Department of Transportation
1035 Parkway Avenue
PO Box 600
Trenton, New Jersey 08625

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to

the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit

A Mandatory Site Visit has been scheduled for this procurement. The date, time, and location are as follows:

DATE: July 26, 2000

TIME: 9:00AM

LOCATION: New Jersey Department of Transportation
Main Office Building Conference Room 2700
1035 Parkway Avenue
Trenton (Ewing Twp.), New Jersey

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

DATE: July 26, 2000

TIME: 9:30AM

LOCATION: New Jersey Department of Transportation
Main Office Building Conference Room 2700
1035 Parkway Avenue
Trenton (Ewing Twp.), New Jersey

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a

structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

1.3.4 Document Review Room

Not applicable for this procurement.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance .

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Formal Date of Award - Effective date of contract and work initiation.

Issuing Office -The Division of Purchase and Property, Purchase Bureau, New Jersey Department of Treasury is the office issuing this

RFP.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

State Project Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Scope of Work

Qualified private child care providers will enter into partnership with the State of New Jersey to administer a fee-for-service day care center, for seventy-five (75) preschool and infant children of the Department of Transportation (DOT) employees working in the Ewing area. The Department of Transportation, State of New Jersey, will have sole responsibility to determine which children may attend the day care center, with priority going first to DOT employees and their families. Secondly, to other State agencies and other government bodies, such as federal, county and local governments based on available space. The provider does not have the prerogative to offer these services to other potential clients. The center is in a state-owned facility and it is the intent of the State to provide the facility and other support services to the provider in order to minimize the direct cost to employees participating in this program.

A definitive start date will be mutually agreed upon by the Department of Transportation and the Contractor within ten (10) calendar days of the award of the contract. On that date, the Contractor must be prepared to fully implement all the terms and conditions of the contract.

The Department is prepared to allocate slots for the children of the staff of the provider up to maximum of five (5). The five (5) slots that could be allocated to the staff of the provider are not transferable, and the provider does not have the option nor flexibility to use these slots in any other manner. The five (5) slots allocated for the Provider's staff are included in the overall

total of 75 children for the Center. In no case can the Center exceed the cap of 75.

3.1 Project Management

All Contractor activities to be performed under all parts of the contract will be accomplished in consultation with, under the direction of, and with the approval of, the Using Agency's project administrator listed below:

Donald N. Chiacchio, Director
Division of Support Services
NJ Department of Transportation
1035 Parkway Avenue
PO Box 600
Trenton, New Jersey 0862 5

3.2 Additional Services

Should additional services, such as attendance at hearings, meetings, or other activities beyond the scope of this RFP be deemed appropriate by the Using Agency, the Contractor must present to the Using Agency a written cost estimate based on all inclusive hourly rates, as indicated in the attached fee schedule ("Attachment B").

Additional services to be provided to the children that are clearly outside of the scope of the original RFP and not required by the State can be offered directly to the parents/guardian of the enrollee for an additional fee. However, these services can never be made mandatory. The State reserves the right to approve/disapprove these services prior to their being offered. Rates for these services should be listed on "Attachment C."

3.3 Proceeds From Fund-Raising Activities

The Contractor must deposit any proceeds and purchases from fund raising activities directly into the established NJDOT Credit Union account. The account shall be under the control of the President or the Treasurer of DOT TOT's Parents As Partners Association and the DOT contract administrator. The account will be the property of DOT TOT and be transferable to the next vendor and used only for the benefit of DOT TOT. The Contractor and Parents as Partners President or Treasurer must provide annual accounting as of June 30 of each contract year to the DOT contract administrator. The accounting shall indicate current balances and detail all deposits and disbursements. Any equipment, materials, supplies, etc. purchased with DOT TOT funds become the property of DOT TOT and not the Contractor.

3.4 The Contractor will operate a fee-for-service child care center in approximately 4,000 square feet of space owned by the Department of Transportation which will be used solely for that purpose at 940 Lower Ferry Road, in the Township of Ewing. It is expected that a full range of child care services will be provided.

It should be noted that the center is known as "'DOT TOT, operated by (the name of the successful bidder)."

The Contractor must provide a full time director between the hours of 8:30 a.m. and 5:00 p.m.

The full time director is responsible for the daily administration of the Center.

The director cannot be responsible for any classroom instruction nor can the director be used to maintain staffing ratios. There must be a certified head teacher at the Center. Although the director is not responsible for any classroom instructions, he/she, may, at times, in unusual circumstances, act as the certified head teacher at the site.

The hours of operation will be 7:30 a.m. to 6:00 p.m. Monday through Friday except for approximately thirteen (13) official State holidays (a list of which will be provided to the provider each year), and emergency closings that apply to nonessential DOT employees.

The Contractor will be responsible for providing all staff and supplies not specified by the RFP as being the responsibility of the Using Agency, and providing child care for up to seventy-five (75) children up to age five (5). Such child care must meet all the provisions of the State Child Care Center Licensing Law (N.J.S.A. 30-5b-1 through 15), and the regulations promulgated thereunder which are contained in the "Manual of Standards for Child Care Centers" (N.J.A.C. ID:122). This includes securing a license to operate the Center from the Bureau of Licensing, Division of Youth and Family Services (DYFS) of the Department of Human Services.

Any equipment, materials, supplies, etc. purchased solely by the Contractor will remain the sole property of the Contractor and can be removed by the Contractor at the termination of the contract. The contractor must provide to the DOT contract administrator a detailed inventory of any equipment, materials, supplies, etc. purchased solely by the contractor. Any equipment materials, supplies, materials, etc., purchased by the Parents As Partners Association, or by the New Jersey Department of Transportation, or donated items by a third party, become the property of DOT TOT and cannot be removed by the Contractor.

The available square footage in the Center has been reviewed against the DYFS standards and it has been determined that the Center can accommodate in excess of seventy-five (75) children. However, it is the intent of the DOT to accommodate a maximum of seventy-five (75) children at this location. All bids must be based on the above specified population.

3.5 The Contractor (herein after referred to as the "Provider,") will provide:

1. All Staffing. Staff must, as a minimum, meet DYFS requirements:

a. Center Director - Provider must be able to provide a full time center director with actual demonstrated experience in the operation of a center on the first day of the contract period.

b. Certified Head Teacher - The provider must also provide a full time certified head teacher.

c. A permanent substitute to cover all operating hours in addition to meeting minimum DYFS required staffing. The duties of the permanent substitute would include, but not be limited to, assisting in daily operations, substitutions in classrooms, assisting during lunch hour and daily clean up.

d. During operating hours there must be at least one staff member certified in infant/child CPR and first aid.

2. Janitorial services not specified as being provided by the State. This includes, but is not limited to, the daytime cleaning of spills, food, feeding table, kitchen areas, dishes or other special cleaning services such as cribs, disinfecting of toys, and whatever hygiene, measures are required by DYFS regulations. The Provider will be responsible to maintain the playground to meet hygiene and safety requirements.

3. Laundry Service as needed for items provided by the State for use in the Center such as crib sheets, mattress pads, and for children's clothing on emergency basis. (Note: A washer/dryer will be provided.)

4. Day-to-Day Center Management - Including office equipment (such as a copier, fax machine, telephone answering machine), and office supplies, as well as provision of printing or reproduction services, as may be required. The provider shall also process applications received and maintain a client waiting list.

5. Security procedures for children and staff during operating periods. The Provider will also provide for emergency evacuation, in accordance with established procedures of the N.J.A.C. ID:122, the manual of requirements for child care centers.

6. A "users" handbook for parents presenting center policies and procedures. Prior to printing the handbook, the Provider must obtain approval from DOT.

7. Monthly reports to the project administrator. This report will include, but is not limited to: maintenance of waiting lists, enrollment size, ages of children, facility conditions, unusual concerns, general information, and any additional information which the DOT may request.

8. All photocopying or duplicating.

9. Basic telephone service to include a minimum of two (2) lines and instruments and additional lines as determined necessary by the Provider for fax machines, computers, etc. The Provider will be responsible to replace or repair all telephone instruments and to pay for minimum monthly line costs and all non-local telephone charges.

10. Provide direct child-care/educational equipment and furniture including but not limited to:

small tables

small chairs

cots or mats

cribs (including mattresses, crib sheets, mobiles, rubber sheets and blankets)

strollers

playpen

walkers

changing tables

feeding tables

toilet training seats

easels

blackboards

11. All recreational and educational materials such as toys, games art materials, books and any other equipment the Provider chooses to use.

12. Proof of compliance with all insurance requirements stated in the Standard Terms and Conditions included with this RFP, and should take note that the State of New Jersey is held harmless with respect to this contract.

13. Provide a nutritious mid-morning and mid-afternoon snack, as well as a variety of all natural juices and milk. A kitchen and food preparation area is provided, and the Provider will heat/warm up any meals provided by the parent/guardian, if necessary. In the event that the Provider wishes to provide a separate itemized cost for lunches, they may do so in "Attachment C" as additional services.

14. Each parent/guardian with a daily activities report for each child aged 36 months and under, and one activities report each day for the entire class over aged 36 months.

a. A description of any food or drink and the times and amounts consumed. It will also include the child's activities noting behavior throughout the day.

b. A chart of each child's nap time and bathroom activities which will be at the changing tables or bathroom areas for parent's access.

15. The contractor will be required to provide necessary maintenance and repairs of the playground safety mats due to deterioration caused by weather and normal wear and to ensure that the matting is maintained in a safe condition.

16. Completion of forms provided by the DOT in accordance with established procedure when requesting repairs or services.

17. Adherence to, and compliance with, the Department's policy and regulations pertaining to the recycling program.

18. Monthly report of each classroom activity and Center activity for upcoming month to be made available to the parents on the first week of the month.

3.6 The Department of Transportation will provide the following:

1. Use of facility at 940 Lower Ferry Road and adjacent play area as indicated on the attached site plan (Attachment A-2). No alterations (renovations) can be made to the facility unless approved by the DOT Project Administrator.

2. Parking for staff in the general Department of Transportation employee parking area. The DOT will issue appropriate parking stickers.

3. Maintenance to the facility and DOT-owned equipment.

4. After-hours security for the facility.

5. Full janitorial services after-hours, to include:

I) On a daily basis:

- a) empty wastebaskets;
- b) sweep floors;
- c) dust furniture;
- d) dust equipment;
- e) clean glass in entrances;
- f) clean and disinfect toilets, urinals, and sinks;
- g) wet mop all floors;
- h) vacuum all carpeting;
- i) dust all partitions;
- j) refill toilet paper racks;
- k) refill paper/cloth towel dispensers; and,
- l) refill soap dispensers.

II) On a monthly basis:

- a) clean all windows, inside and out;
- b) clean all glass in interior doors and partitions;
- c) wax and buff all resilient floor coverings with a non-skid agent;
and
- d) sanitize all toilet compartments in bathrooms.

III) on an semiannual basis:

- a) steam clean or shampoo all rugs;

IV) On an annual basis

- a) clean lighting fixtures;
- b) clean and wash venetian blinds; and
- c) clean and wash curtains or other window coverings.

V) Service to empty recycling containers.

6. Utilities for the facility, including heat and air conditioning.

7. Purchase of basic facility replacement equipment and furniture that becomes unusable through normal wear and tear over the life of the contract, including:

Basic Kitchen Equipment - refrigerators, sink, electric stove,
cabinets, other feeding utensils
storage cabinets
washer and dryer
coat racks (cubbie holes)
microwave oven

8. Equipped, fenced playground adjacent to the facility, secured with a lock, and maintenance of the wooden climber and storage shed for the duration of the contract.

9. Equipment, materials and/or supplies necessary for implementation and maintenance of recycling program.

3.7 Registration Fee:

A \$15.00 non-refundable registration fee to be paid to the Contractor is required for each child who is accepted into this Center as part of

the enrollment process. If the Contractor feels it is necessary to assess a registration fee in excess of this amount to cover initial services, the additional charges (over the \$15.00) must be included in the basic weekly rate, as outlined in the RFP.

3.8 Child Care (DOT TOT) Security Deposit:

The Contractor has the option to charge a deposit of two weeks tuition at the time of registration. The deposit must be kept in an interest bearing account at the established NJDOT Credit Union. The principal (security deposits) and interest must be transferable to the next vendor. This account will require the signatures of the Contractor, the President or Treasurer of the Parents As Partners Association and the DOT project administrator. The parents will have no say or be involved in the collection, distribution or maintenance of this account. It is the intention of this requirement to ensure that the parents are aware of the amount of funding being used. It is the Department's position that this item should be viewed as a cost of doing business by the contractor and bid accordingly. The interest will be the property of DOT TOT and used only for the benefit of DOT TOT. The Contractor and the President or Treasurer of the Parents As Partners Association must provide annual accounting as of June 30th of each contract year to the DOT contract administrator. The accounting shall indicate current balances and detail all deposits and disbursements. Any equipment, materials, supplies, etc., purchased with DOT TOT funds become the property of DOT TOT and not the Contractor.

The Contractor must refund the difference between the security deposit required for each age group (e.g., infant, toddler, etc.), if one is required by the Contractor, when the child moves into the next higher age category.

4.0 Proposal Preparation and Submission

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet.

Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit six (6) full complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.4 Set Aside Contracts

Not applicable to this procurement.

4.4.1.5 Bid Bond

Not applicable to this procurement.

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for

accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the following information:

The bidder's proposed operational plan for the facility. Specific information is:

- a) A discussion of the bidder's philosophy and approach regarding child care, including both services and management.
- b) The bidder's proposal for hiring procedures (staff screening should be addressed), management and coordination, and a schedule for maintaining the facility at full enrollment.
- c) A sample operating budget for the center. The budget is to be based on the full five (5) year contract period and should be in accordance with the percentages of capacity stated.

Budgets should be of sufficient detail to display clearly the allocation of funds received. Categories such as salaries, programs, equipment, etc., should be included.

Important note: This sample budget will be used for technical evaluation purposes only and will not be considered as part of the cost evaluation. Only prices given on the "price sheet" will be used in evaluating costs.

When the bidder is preparing the proposed budget for the operation of the day care center, it should take into account the essential items that the Using Agency is providing, as set forth in section 6.2 of the RFP. Accordingly, it is intended that the proposed prices reflect the fact that the selected provider will not be incurring any costs for these necessities.

The value of the State's donated premises, maintenance of facility and other services is: $\$22/\text{sf} \times 4,000 \text{ sf} / 75 \text{ children} = \$1,173/\text{child}$. The value stated monthly is \$97.75.

The bidder's cost proposal for day care service must reflect this contribution by the State as an avoided cost to the bidder. The bidder will be required to demonstrate the effect of the State's contribution by stating a price schedule for services offered at a provider-owned or a provider-leased center, in addition to the price schedule for the services offered at the DOT TOT center.

- d) The bidder's proposed operating plan, including but not limited to:

1. Curricula information (to include):

- a. program goals by age category
- b. sample lesson plans (for each age group) which reflect those to actually be used at the DOT TOT Center that are designed to meet the program goals
- c. sample outline of a daily class schedule for each age group. this is designed in light of the program goals.

2. Activities schedule (to include):

- a. use of the play area
 - b. plans for outside educational field trips
3. Staffing & administration
 - a. exact number of staff to be assigned to each age group and the minimum qualifications for each staff level
 - b. exact role to be played by every staff member proposed for the center
 4. Standard operating procedures
 5. Involvement of parents
 6. Procedures for evaluation of all aspects of the program
 7. Ability and plan to obtain DYFS License
 8. Security plan and procedures
 9. Philosophy/methodology for disciplining children

4.4.2.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this Section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Project Manager including, but not limited to, status meetings, status reports, etc.

4.4.2.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control

methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

4.4.2.4 Mobilization And Implementation Plan

Not applicable to this procurement.

4.4.2.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 Section 3 - Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

It should include, but is not limited to:

- a. Location of the bidder's headquarters and nearest office to the "DOT TOT" facility.
- b. An organizational chart of the firm, with names and detailed resumes for all key personnel in the firm. Current staff members who would be responsible for this project should be clearly identified.
- c. Clearly demonstrated actual experience in the operation of a day care center indicating size of enrollment by age groups, and location (s) of facility (ies) operated by the bidder. It must provide the following additional information about at least one (1) of the operations:
 1. Length of operation
 2. Enrollment vs. capacity
 3. Staffing, including tenure
 4. Form of control (lease vs. own)
 5. Description of food service
 6. Staff/child ratios
 7. Current rates charged for children attending the center, by age group
 8. DYFS annual inspection reports for the past (three) 3 years.
- d. A discussion of what special qualifications the bidder has regarding employer-sponsored or supported child care.
- e. Certificate of surety providing proof that the bidder will be able to obtain all necessary liability insurance required by the preprinted terms and conditions that appear at the front of this RFP document.
- f. A financial statement and bank reference indicating financial capability of the bidder to enter into contract to provide requested child care services to the DOT.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

4.4.3.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required

by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 Financial Capability of the Bidder

The bidder should provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

4.4.3.8 Subcontractor(s)

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s'): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.3.8.3 The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.3.8.4 The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 Section 4 - Cost Proposal

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm for a minimum of ninety (90) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

This section shall contain all information related to costs, fees, rates, payment policies, security deposits, part-time rates, etc. Bidders must initial all price changes (including "white-outs").

The bidder must provide the following information:

a. Weekly rates by age category (infant 6 weeks to 18 months; toddlers: 18 to 36 months; preschool: 36 months to 60 months for each of the five (5) operating years. ("Price Sheet")

b. Daily Rates (Attachment D)

The bidder is requested to provide pricing for provision of child care on a daily basis in the event that provision or service on this basis

is desired by the parents and the Contractor. In no case will the availability of the care on a day-by-day basis increase the capacity of the Center above seventy-five (75) children. The bidder must specify its billing cycle as well as its policy regarding payment for times that the child is not in attendance. This includes days when the child is sick, on vacation, etc.

- c. Rates for additional children of the same client ("Price Sheet")
- d. Late fees ("Price Sheet")
- e. Costs for additional and optional services (Attachment C)
- f. Rates for part-time attendees (Attachment D)
- g. Registration fee (which is not to exceed \$15.00)
- h. Security deposit (if any)
- i. Special services fees (Attachment C)

The attached "Price Sheet" and Attachments B, C, and D must be completed and submitted as part of Section 4 in all proposals. Bidders may type their own forms, but the prescribed format must be followed.

5.0 Contractual Terms AND Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

Not applicable to this procurement.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder

agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) one year period, by written consent of the contractor and the Director. Years three, four and five pricing will be based on year two pricing of the awarded contract.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the

necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Project Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Project Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Project Manager for consideration. If the State Project Manager approves the request, the State Project Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Project Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award recision, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not

commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery and Liquidated Damages

The contractor must immediately advise the State Project Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230
33 West State St.
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of \$200 per workday that such task, subtask or work remains incomplete following it's contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

5.18 Retainage

Not applicable to this procurement.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Project Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Project Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an

equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Project Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Project Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Project Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Project Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Project Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Project Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.24 Year 2000 Compliance

Not applicable to this procurement.

6.0 Proposal Evaluation/contract AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an

oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 Bidder Data Sheets Bidder(s)' Capabilities, Organizational Support and Experience/Technical Proposal

Not applicable to this procurement.

8.0 Price Sheet(s) and Supporting Detail

Attachment B

Attachment C

Attachment D

9.0 Exhibits/Attachments

Attachment A - Map